

APPENDIX 4G

UTILITY MANAGEMENT SERVICES

1. DEFINITIONS

In this Appendix, in addition to the definitions set out in Schedule 1 of the Agreement:

“**Energy Analysis**” has the meaning set out in Section 2.5(a) of this Appendix;

“**Energy Report**” has the meaning set out in Section 2.5(a) of this Appendix;

“**Utility**” or “**Utilities**” means energy/power supplies and waste recovery, including electricity, telephone, cable/satellite television, natural gas/fuel oil, water, sanitary waste and bulk medical gas compounds;

“**Utility Company**” means any company or companies designated by Project Co to provide Utilities;

2. UTILITIES MANAGEMENT SERVICES

2.1 General Requirements

- (a) Project Co will perform the Utility Management Services in compliance with this Appendix and all other requirements of this Agreement.
- (b) Project Co will continuously perform the Utility Management Services throughout the Operating Period, and is responsible for the performance of such Services in a manner that will promote the provision of an adequate continuous supply of all Utilities to all applicable Facility locations 24 hours a day, 365(6) days per year.
- (c) There may be services or tasks to be performed that are not expressly described in this Agreement, but in performing the Services in this Appendix, Project Co will perform all such tasks as are required by Good Industry Practice.
- (d) This Appendix includes a table that references Performance Indicators applicable to Utility Management Services. The Performance Indicators include all provisions of the relevant section of this Appendix referenced in the table and all other Services required to perform the relevant Performance Indicator. The Performance Indicators identified will not limit the scope of the Utility Management Services to be performed.
- (e) Without limiting the requirements of the Agreement, including the other provisions or this Appendix, Project Co will:
 - (1) provide high quality, efficient, innovative and flexible Utility Management Services at all times;
 - (2) provide sufficient number of qualified, trained and competent personnel (which in all cases includes employees or other personnel of Project Co, the Service Provider and Sub-Contractors) with the skills necessary to perform the Services;
 - (3) meet all requirements of applicable Law, Building Code, applicable collective agreement(s) and Authority Policies. Where there are conflicts between Project Co policies and the Authority Policies, Authority Policies will prevail;

- (4) research and develop new service delivery methods and apprise the Authority of their benefits;
- (5) manage matters and marshal resources as required to participate in non-medical emergency responses and to provide a high level of customer care;
- (6) keep the Authority informed in such detail as the Authority may reasonably require of the progress of any negotiations regarding employees;
- (7) cooperate with and assist the Authority in the interface and coordination of the other services identified to be delivered by the Authority and/or its contractors other than Project Co and the Service Provider and Sub-Contractors; and
- (8) exercise competent supervision of the Utility Management Services at all times.

2.2 Scope of Service

- (a) For convenience of reference the Utility Management Services are separated into the following elements, as further described in Sections 2.3 to 2.5 of this Appendix:
 - (1) Management and Administration;
 - (2) Annual Energy Targets; and
 - (3) Energy Analysis and Energy Report.

2.3 Management and Administration

The Authority will from time to time as required enter into contracts with Utility Companies for the supply of Utilities, and will be responsible for all payments related to such contracts.

Project Co will:

- (a) develop and implement appropriate operational policies, procedures and practices, relative to the management of Utilities, including with respect to the sections that follow;
- (b) provide such reasonable assistance related to such contracts with Utility Companies as may be requested by the Authority, and will manage all of the following Utilities within the Facility:
 - (1) electricity;
 - (2) water and sewage;
 - (3) telephone and data cabling;
 - (4) Authority supplied chilled water;
 - (5) natural gas/fuel oil;
 - (6) Authority supplied steam;
 - (7) cable/satellite television; and
 - (8) bulk medical gas compounds.

- (c) ensure the Utility Management Services are cost effective, comprehensive in nature and address the technical, managerial, and operational issues, and maintain the integrity of supply of Utilities as set out in this Appendix. The Utility Management Services shall be:
 - (1) administering hazard and safety notices, recording, distributing and evaluating such notices and ensuring that all required notification procedures regarding any equipment or plant failure are complied with;
 - (2) without prejudice to any obligations of the Authority in Schedule 2 (Design and Construction Protocols), the use of products, processors and operating methodologies at the Site consistent with the initially acceptable LEED certification points detailed in Schedule 3 (Design and Construction Specifications) and achieving such certification;
 - (3) advising on Utilities consumption and cost implications throughout the Operating Period for plant upgrading/modernization schemes and new developments;
 - (4) providing, managing and operating an effective building management system that includes an integrated energy management system;
 - (5) working with the Authority to establish a Utilities conservation policy that sets consumption reduction targets; and
 - (6) ensuring that Project Co employees, Project Contractor employees and Sub-Contractor employees are made aware of the aims of the energy policy and are given guidance on its implementation;
- (d) ensure all physical connections for telephone and data services are provided and maintained at all times;
- (e) be responsible for:
 - (1) securing and maintaining connections to Utility Company and/or Authority central plant services of appropriate specifications and adequate capacity to supply the requirements of the Facility under all operating conditions anticipated as at the Effective Date (including standby provisions in the event of an earthquake or other catastrophic events); and
 - (2) putting in place a procurement procedure that seeks to minimize aggregate Utility Company charges;
- (f) review and provide comment to the Authority on the Utility supply specifications and provide technical support, advice and assistance in the negotiation of tariffs;
- (g) inform the Authority Operating Period Representative of all scheduled interruptions of which Project Co is aware to any Utility supply that may affect the Authority Activities and/or Project Co's operations and cooperate and participate in scheduled Site-wide testing, maintenance and seasonal change over routines initiated and coordinated by the Authority;
- (h) maintain appropriate records in relation to all Permits, including:
 - (1) ensuring all test certificates and appropriate documentation and records (in particular those relating to any aspects of safety or statutory compliance) are

maintained accurately and updated appropriately and are available for inspection by the Authority or any other relevant party;

- (2) ensuring all information and records are up to date, precise and accurate and available for inspection by the Authority or any other relevant party;
 - (3) preparing and supplying all information reasonably required by any party, to whom the Authority is obliged to present information at any time in relation to the performance of the Utility Management Services, plus all statistical records and reporting which may be required provincially or federally;
 - (4) maintaining records detailing any complaints made with respect to any of the Utility Management Services and action taken; and
 - (5) maintaining records that have been provided to Project Co by the Authority; and
- (i) lead contract negotiations with the Utility Companies to identify the most appropriate tariffs to the Authority and liaise with other relevant parties (such as Service Provider) regarding other elements of the Energy package, such as alternative energy options.

2.4 Annual Energy Targets

- (a) Subject to the provisions of Appendix 8C (Energy), Project Co and the Authority will convene a meeting as soon as practical following Service Commencement to review the respective roles, responsibilities and requirements of the parties in respect of Energy matters.
- (b) Following the Service Commencement Date, Project Co will retain and maintain all records necessary to comply with the requirements of this Appendix and the relevant sections of Appendix 8C (Energy) and Schedule 8 (Payments).

2.5 Energy Analysis and Energy Report

- (a) Subject to the specific requirements and frequency agreed between the parties (such frequency to be not less than every 5 years and to coincide with production of the Energy Model under Appendix 8C (Energy)), Project Co will develop, prepare and provide to the Authority an energy analysis (the “**Energy Analysis**”) and an energy report (the “**Energy Report**”). The objectives of a comprehensive Energy Analysis include:
 - (1) providing an audit of Energy usage at the Facility;
 - (2) identifying areas of potential Energy and cost savings;
 - (3) providing an estimate of potential annual Total Energy Consumption savings broken down by fuel type, with implementation costs and payback periods;
 - (4) identifying how methods of Energy management should be developed to achieve, maintain and recognise further potential savings; and
 - (5) providing a basis for calculation by the Authority and Project Co of the Energy Gainshare or the Energy Painshare.
- (b) Methods of achieving these objectives include:

- (1) analysis of metered steam, chilled water, domestic water and electricity consumption;
 - (2) observations and measurements on Utility-consuming equipment during the survey period to determine Energy efficiency and wastage;
 - (3) examination of operating practices and management techniques;
 - (4) establishment of a basis for continued monitoring of Total Energy Consumption, preparation of a report in the format outlined below containing recommendations supported by data, which, if implemented, would result in Total Energy Consumption savings; and
 - (5) review of Weather Data.
- (c) The Energy Report will detail the findings and recommendations arising from the Energy Analysis and/or specific requirements set out by a Utilities Management Subcommittee. A copy of the Energy Report in an agreed electronic format will be provided to the Authority.

3. PERFORMANCE INDICATORS

Note: In the following table, a Performance Indicator applies, and a Service Failure occurs, either:

- (a) Per Event (PE), meaning that the Performance Indicator applies, and a Service Failure occurs, for each separate occurrence within the applicable reporting period indicated in the “Frequency Reported” column, for an aggregate total of Service Failures for that period and a corresponding Deduction for each of the Service Failures (calculated pursuant to Schedule 8 [Payments]); or
- (b) Per Period (PP), meaning that the Performance Indicator applies, and a Service Failure occurs, only once for each applicable reporting period, with a corresponding Deduction for the Service Failure (calculated pursuant to Schedule 8 [Payments]).

If not clearly indicated to the contrary in the “Performance Indicator” column, the Performance Indicator applies on a PE basis.

A Service Failure that is on a PE basis may also be the subject of a Service Failure on a PP basis, and will be taken into account for both.

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
				PR = Per Request PO =Per Occurrence D =Daily W =Weekly MO = Monthly Q = Quarterly S = Semi-Annually (i.e every 6 months) A = Annually R = Randomly, At Any Moment in Time	L = Low Service Failure M = Medium Service Failure H = High Service Failure
4G1	2.1(b)	PE - General Requirements – A system that seeks to ensure that an adequate, continuous supply of all Utilities is maintained 365(6) days per year, 24 hours a day, throughout the Operating Period.	CMMS Report BMS Report Help Desk	MO	H
4G2	2.3(e)(1)	PE - Management and Administration - In the event of utility disruptions, provide emergency utilities in accordance with the Design and Construction Specifications.	CMMS Help Desk	A	H

PI No.	Appendix Reference (unless otherwise indicated)	PERFORMANCE INDICATOR (Note: Refer to the note above the table for the meaning of PE and PP. If not clearly indicated to the contrary, the reference is PE.)	INFORMATION SOURCE	FREQUENCY REPORTED	SERVICE FAILURE LEVEL (Note: Refer to Schedule 8 (Payments) for Service Failure Level applicable to Response Time)
4G3	2.3(g)	PE - Management and Administration - Authority is informed of all scheduled interruptions (of which Project Co is aware) to any utility supply.	Help Desk	MO	M
4G4	2.5	PP - Energy Analysis and Energy Report - Providing Energy Analysis and Energy Report with the form and content set out in this Appendix.	Energy Report	A	H